890.

SUPREME COURT OF THE UNITED STATES.

No. 68.

THOMAS P. MOORE, *Plaintiff in Error,*

vs.

THE BANK OF THE METROPOLIS.

ERROR TO THE CIRCUIT COURT U. S. FOR WASHINGTON, D. C.

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WRIT OF ERROR.

UNITED STATES OF AMERICA, *ss.*

The President of the United States,

To the Judges of the Circuit Court of the United States, for the District of Columbia, in the county of Washington—*Greeting:*

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court, before you, or some [of] you, between the President and Directors of the Bank of the Metropolis, plaintiffs, and Thomas P. Moore ,defendant, a manifest error hath happened to the great damage of the said Thomas P. Moore, as by his complaint appears: We being willing, that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid, in this behalf, do command you, if judgment be therein given, that under your seal distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of January, instant, in said Supreme Court, to be then and there held; and that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right and according to the laws and the custom of the United States should be done.

Witness the Hon. Roger B. Taney, Chief Justice of said Supreme Court.

Issued this 11th day of January, 1839.

W. BRENT, *Clerk.*

CITATIONS.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America,

To the President and Directors of the Bank of the Metropolis—*Greeting:*

You are hereby cited and admonished, to be and appear at a Supreme Court of the United States, on the second Monday of January, instant, pursuant to a writ of error, filed in the Clerk's office of the Circuit Court of the United States, for the District of Columbia, in the county of Washington, wherein Thomas P. Moore is plaintiff in error, and you are defendant in error, to shew cause if any there be, why judgment rendered against the said Thomas P. Moore, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the Hon. W. Cranch, chief judge of the Circuit Court of the District of Columbia, this 11th day of January, 1839.

W. CRANCH.

Service acknowledged this 12th January, 1839.

B. S. COXE

COPY APPEAL BOND.

Know all men by these presents, that we Amos Kendall and Selah R. Hobbie, are held and firmly bound unto the President and Directors of the Bank of the Metropolis, in the full and just sum of two hundred dollars, current money, to be paid to the said President and Directors of the Bank of the Metropolis, their certain attorney or assigns, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of January, 1839.

Whereas, lately at a Circuit Court of the United States, for the District of Columbia, sitting for the county of Washington, in a suit pending in the said court, wherein the said President and Directors of the Bank of the Metropolis were plaintiffs, and Thomas P. Moore was defendant, judgment was rendered against the said defendant, and he having obtained a writ of error, and filed a copy thereof, in the clerk's office of the said Circuit Court, to reverse the judgment in the aforesaid suit, and a citation directed to the said President and Directors of the Bank of the Metropolis, citing and admonishing them to be and appear at a Supreme Court of the United States to be holden at Washington, on the second Monday of January, instant.

Now the condition of the above obligation is such, that if the said Thomas P. Moore shall prosecute his said writ to effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

AMOS KENDALL, [SEAL.]
S. R. HOBBIE. [SEAL.]

Signed, sealed and delivered, in presence of
S. BALDWIN.

Allowed and approved, W. CRANCH.
January 11, 1839.

STYLE OF COURT.

DISTRICT OF COLUMBIA, *to wit:*

At a Circuit Court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of November, being the twenty-sixth day of the same month, in the year of our Lord one thousand eight hundred and thirty-eight, and of the independence of the United States the sixty-third.

PRESENT

The Hon. WILLIAM CRANCH, *Chief Judge.*
BUCKNER THRUSTON, } *Assistant*
JAMES S. MORSELL, } *Judges.*
ALEXANDER HUNTER, Esquire, *Marshal.*
WILLIAM BRENT, *Clerk.*

In the records of proceedings of the same court, among others are the following, to wit:

PARTIES.

THE PRESIDENT AND DIRECTORS OF THE BANK OF THE METROPOLIS
against
THOMAS P. MOORE.

Be it remembered, that heretofore, to wit, on the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty-seven, the said President and Directors of the Bank of the Metropolis, by Richard S. Coxe and James M. Carlisle, Esquires, prosecuted and sued forth out of the Circuit Court here, the United States writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words and of the tenor following, to wit:

CAPIAS.

"DISTRICT OF COLUMBIA, *to wit:*

"*The United States of America,*

"To the Marshal of the District of Columbia, *Greeting:*

"We command you that you take Thomas P. Moore, late of Washington county, if he shall be found within the county of Washington, in your said district, and him safely keep, so that you have his body before the Circuit Court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the fourth Monday of November next, to answer unto The President and Directors of the Bank of the Metropolis, in a plea of trespass on the case, and so forth.

"Hereof fail not, at your peril, and have you then and there this writ.

"Witness, William Cranch, esquire, Chief Judge of our said court, at the city of Washington, the 15th day of August, Anno Domini one thousand eight hundred and thirty-seven.

"Issued the 27th day of September, 1837.

(Coxe & Carlisle.) "W. BRENT, *Clerk.*"

And the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Thomas P. Moore in the plea aforesaid, in form following, to wit:

NAR.

"DISTRICT OF COLUMBIA,

"*County of Washington,* to wit:

"Thomas P. Moore, late of the county aforesaid, was attached to answer unto The President and Directors of the Bank of the Metropolis in a plea of trespass on the case, and so forth.

"And whereupon the said plaintiffs, by Coxe & Carlisle, their attorneys, complain that, whereas, heretofore, to wit, on the 16th day of February, in the year of our Lord one thousand eight hundred and thirty-seven, the said defendant and one Richard M. Johnson and one P. H. Pope, by George Thomas, their attorney, at Washington, to wit, at the county aforesaid, made their certain note in writing, commonly called a promissory note, bearing date the day and year aforesaid, and thereby, sixty days after the date thereof, jointly and severally promised to pay to the said plaintiffs, by the name of The President and Directors of the Bank of the Metropolis, or order, at the said bank, the full and just sum of five thousand dollars ($5000), current money of the United States, for value received, and then and there delivered the said note to the said plaintiffs.

"By reason whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money, in the said note mentioned, to the plaintiffs (according to the tenor and effect of the same), and being so liable in consideration thereof, then and there undertook and promised to pay the same to the plaintiffs according to the tenor and effect thereof, whenever afterwards he should be thereto requested.

"And whereas the defendant afterwards, to wit, on the sixteenth day of February, in the year of our Lord eighteen hundred and thirty-seven, by George Thomas, his attorney, at Washington, to wit, at the county aforesaid, made his certain other note in writing, commonly called a promissory note, bearing date the day and year aforesaid, and thereby sixty days after date thereof, promised to pay to the said plaintiffs, by the name of The President and Directors of the Bank of the Metropolis, or order, at the said bank, the full and just sum of five thousand dollars, current money of the United States, for value received, and then and there delivered the said note to the said plaintiffs.

"By reason whereof, and by force of the statute in such case made and provided, the defendant became liable to pay the said sum of money in the said last specified note mentioned to the plaintiffs, (according to the tenor and effect of the same,) and being so liable in consideration thereof, then and there undertook and promised to pay the same to the plaintiffs, according to the tenor and effect thereof, whenever afterwards he should be thereto requested.

"And whereas the defendant afterwards, to wit, on the twentieth day of April, in the year eighteen hundred and thirty-seven, at the county aforesaid, was indebted unto the plaintiffs in another sum of six

thousand dollars, like money, for the like sum of money by the plaintiffs, to and for the use of the defendant, before that time paid, laid out and expended, at the special instance and request of the defendant, and for other money by the plaintiffs before that time lent and advanced to the defendant, at his special instance and request; and for other money by the defendant before that time had and received to the use of the plaintiffs; and being so indebted, the defendant, in consideration thereof afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and promised the plaintiffs to pay them the last mentioned sum of money, when afterwards he should be thereunto required.

"Yet the defendant, the said several sums of money herein mentioned, or any part thereof, (although often thereto requested, to wit, on the day and year last aforesaid, at the county aforesaid, and often afterwards,) hath not paid, but the same or any part thereof, to pay, hath hitherto wholly refused, and still doth refuse, to the damage of the plaintiffs, in the sum of ten thousand dollars, current money, and therefore they bring suit, and so forth.

For the Plaintiffs,
COXE & CARLISLE."

A copy of which said declaration was made and sent with the said writ to the Marshal of the District aforesaid, thereon endorsed, "To be served on the defendant with the writ."

NOVEMBER TERM, 1837.—APPEARANCE OF PLAINTIFFS.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-seven, being the day of the return of the aforegoing writ, come into the Circuit Court here, the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid; and the marshal of the district aforesaid, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

MARSHAL'S RETURN OF CAPIAS.

"Cepi, copy Nar left.

"ALEX'R HUNTER, *Marshal.*"

APPEARANCE OF DEFENDANT.

And the said Thomas P. Moore being called, appears in court here by William L. Brent, and Robert I. Brent, esquires, his attorneys; and thereupon, on motion of the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, it is ruled by the court here, that the said Thomas P. Moore give special bail in the plea aforesaid, or in default thereof, be committed to the custody of the Marshal of the District aforesaid.

SPECIAL BAIL.

Whereupon, a certain Obadiah B. Brown, and Amos Kendall, gentlemen, present here in court, in their proper persons, (with the consent of the said president and directors, by their attorneys aforesaid,) undertake for the said Thomas P. Moore, that in case the said president and directors shall recover judgment against the said Thomas P. Moore, in the plea aforesaid, or that the said Thomas P. Moore shall be therein legally convict[ed], that then the said Thomas P. Moore shall pay the condemnation of the court thereupon, or render his body to the custody of the marshal of the district aforesaid, in satisfaction thereof, or that they, the said Obadiah B. Brown and Amos Kendall, will do the same for him:

RULE—PLEA.

And thereupon, on motion of the said president and directors, by their attorneys aforesaid, it is ruled by the court here, that the said Thomas P. Moore answer to the declaration aforesaid, of the said president and directors, in the plea aforesaid, or judgment by the court here will be entered against him in default thereof:

IMPARLANCE.

And the said Thomas P. Moore, by his attorneys aforesaid, defends the force and injury, when, and so forth, and prays leave of the court here, to imparle until the fourth Monday of March next, and then to answer to the declaration aforesaid, of the said president and directors in the plea aforesaid, and to him it is granted; the same day is given to the said president and directors also.

MARCH TERM, 1838.

At which said fourth Monday of March, in the year of our Lord one thousand eight hundred and thirty-eight, to which said day the said Thomas P. Moore had leave to imparle, and then to answer to the declaration aforesaid, of the said president and directors, in the plea aforesaid,

APPEARANCE OF PARTIES.

come again into the Circuit Court here, as well the said President and Directors of the Bank of the Metropolis, by their attorneys aforesaid, as the said Thomas P. Moore, by his attorneys aforesaid:

PLEA OF NON ASSUMPSIT.

And the said Thomas P. Moore, by his attorneys aforesaid, as before, defends the force and injury, when, and so forth, and saith that he did not assume upon himself, in manner and form as the said president

and directors above against him have declared, and of this he puts himself upon the country.

ISSUE JOINED.

And the said president and directors, in like manner, and so forth:

VENIRE ORDERED.

Therefore let a jury thereon appear before the court here, on the fourth Monday of November next, by whom, &c., and who neither, &c., to recognise, &c., because as well, &c., the same day is given to the said parties, then and there, and so forth.

NOVEMBER TERM, 1838.

And now at this day, to wit: the said fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty eight,

APPEARANCE OF PARTIES.

come again into the Circuit Court here, as well the said President and Directors of the Bank of the Metropolis by their attorneys aforesaid, as the said Thomas P. Moore by his attorneys aforesaid,

ORDER TO EMPANNEL JURY.

whereupon, for trying the issue aforesaid, it is ordered by the court here, that twelve persons form the pannel of petit jurors returned to the court here by the marshal of the district aforesaid, be drawn by ballot; and thereupon the twelve persons being so drawn and called, came, to wit:

JURORS' NAMES.

Thomas Lloyd,	Samuel Smoot,
Joseph Smoot,	James Owens,
John Mount,	Thomas J. Belt,
George Crandle,	Richard Butt,
John B. Ferguson,	George Marbury,
Vincent King,	Joseph Harbaugh.

JURY EMPANNELLED.

Who being empannelled and sworn to say the truth in the premises, upon their oath do say,

VERDICT OF JURY.

That the said Thomas P. Moore, did assume upon himself in manner and form as the said president and directors within against him

have complained; and they assess the damages of the said president and directors, sustained by occasion of the non-performance of the promise and assumption aforesaid, to the sum of five thousand dollars, current money, with interest from the 20th day of April, 1837, till paid.

JUDGMENT ON VERDICT.

Therefore it is considered by the court here, that the said President and Directors of the Bank of the Metropolis recover against the said Thomas P. Moore as well the said sum of five thousand dollars, current money, the damages aforesaid, by the jurors aforesaid in form aforesaid, assessed to be sustained by occasion of the non-performance of the promise and assumption aforesaid, as the sum of dollars and cents, by the court hereunto them, the said president and directors, on their assent adjudged, for their costs and charges by them about their suit in that behalf laid out and expended; and the said Thomas P. Moore, in mercy, &c.

MEMORANDUM. Before the jurors aforesaid withdrew from the bar of the court here, the said Thomas P. Moore by his attorneys aforesaid, filed in court here the following bills of exceptions, to wit:

FIRST BILL OF EXCEPTIONS.

BANK OF METROPOLIS
vs.
THOMAS P. MOORE.

On the trial of this cause the plaintiffs, to sustain the action on their part, provide by a competent witness, that on the 27th March, 1834, the said defendant with Richard M. Johnson and P. H. Pope executed their joint and several note as follows, (copied at page 23,) and on the same day by their checks, drew from the said plaintiffs the proceeds thereof which had been carried to their credit; (check copied at page 23,) that said note was not paid at maturity, but lay over unpaid until the 30th January, 1836, when it was cancelled; that on the 30th day of January, 1836, the said parties executed and delivered to the said plaintiffs their promissory note (copied at page 23,) which was discounted by said plaintiffs and the proceeds thereof carried to the credit of said drawers, and the interest in arrears paid. That on the 29th of February, 1836, the said parties executed and delivered to George Thomas, at that time cashier of said Bank of Metropolis, a power of attorney in the words and figures following, that is to say, (copied at page 24,) which said power of attorney was given for the single purpose of acting for said parties in relation to said last mentioned note and the renewal thereof; and that the said George Thomas, professing to act by virtue of said power of attorney, under said power of attorney made and executed the note mentioned and described in the declaration (copied at page 25,) that the same was then discounted by said bank, the proceeds carried to the

credit of the said drawers, and the arrears of interest upon the former and last preceding note, together with the discount of this note paid and credited on said account, and the said note dated 30th January, 1836, was cancelled, but witness does not recollect by what person said interest or discount was paid. To the admissibility of which notes or any of them, or any matter above stated in evidence, the defendant objects; but the court overruled the objection and permitted all of said notes, and the proceedings in regard to them and the matters stated, to be given in evidence to the jury. To which opinion of the court the defendant excepts, and prays this bill of exceptions to be signed, sealed, and enrolled, which is done this 8th day of [8th day of] January, 1839.

B. THRUSTON, (SEAL.)
JAMES S. MORSELL, (SEAL.)

SECOND BILL OF EXCEPTIONS.

In addition to the evidence contained in the aforegoing bill of exceptions, the plaintiffs offered evidence tending to prove that the banks in Washington county in the District of Columbia, have been in the practice (some banks for less, and some for more than twenty years) of taking and discounting notes in the form of the one now in suit, made directly to the banks or some of the officers for their use, whenever offered, and that the banks preferred to loan upon such paper; that the reason of this practice has been one of mutual convenience to the borrower and the banks, the first being saved from the costs of protest, and the last being saved the risk of a failure to give notice to the endorser; and that it was very usual for the banks to lend money on a pledge of stock, taking in return the single note of the borrower, payable to the banks, or some of their officers, without endorsement. The plaintiffs further gave evidence by competent testimony, tending to prove that it had been the practice of, and usage of the various banks in Washington county in this District, to discount indiscriminately paper on which there was an endorser or endorsers, or on which all the parties were drawers, and the paper drawn directly to the bank itself, or some of its officers, acting in behalf of the bank; that both were considered equally the subjects of discount, but that the witness cannot recollect at this moment any particular instance in which, when all the parties were non-residents, as is and was the case with the alleged makers of this note, the bank has discounted on that paper alone, though he has no doubt such cases existed, but that in all of the said banks the major part of [of] the accommodation paper discounted was in the form of notes drawn by one party in favor of another person who endorsed it to the bank, and that this particular note in suit was discounted in the usual manner. The defendant then offered evidence tending to prove that on the 27th of March, 1834, the plaintiffs discounted the joint and several note of R. M. Johnson, P. H. Pope, and the defendant, for the amount of $5000, (being the same note inserted in the first bill of exceptions,) and that at the time of discounting said note, the plaintiffs

reserved out of the proceeds thereof the sum of $103 33, as interest, or discount upon the same, for four months and four days; that the said note lay over unpaid until the 30th day of January, 1836, when the sum of $450 was paid on the same, as interest in arrear; and that on the same day a second note was given by the same parties to the plaintiffs (the same note which is also inserted in the first bill of exceptions) in renewal of the first described note, payable in six months from its date, which was discounted by the plaintiffs, who at the time of said last mentioned discounting received the sum of $153 33, as interest on the same for six months and four days; that the said second note, also, lay over until the 16th day of February, 1837, when the sum of $166 67 was paid on it as interest in arrear, from the 30th July, 1836, to 16th February, 1837, and on the same day the note in suit was given in renewal of the last described note, which said note in suit was discounted on the day of its date by the plaintiffs, who received on said day of its date, the sum of fifty-three dollars and thirty-three cents, as the interest in advance, for sixty-four days. Whereupon the defendant prayed the court to instruct the jury as follows:

1st. If the jury believe from the evidence, that the note in suit was given in renewal of other notes previously given by the same parties to the plaintiffs, and that the plaintiffs received or reserved in advance, as discount, the interest, at the rate of six per centum per annum, on the amount of debt mentioned in said notes, or any of them, for the times they or any of them had to run, then the receipt or reservation of said interest in advance, is evidence of usury, and the jury may infer usury from the same.

2d. That if the jury believe from the evidence, that the note in suit was given in renewal of other notes successively given by the same parties to the plaintiffs for the amount of $5000, loaned to the said parties by the plaintiffs, and that at the time of the original loan the plaintiffs reserved the interest on the said sum of $5000, at the rate of six per centum per annum, for the time the original note had to run, or that at the time of renewing or discounting the note in suit, the plaintiffs received of the makers thereof or any one for them, the interest in advance for the period of sixty-four days, then said facts are evidence of usury in the transaction, and the jury may infer usury from said facts in said note in suit.

3d. That if the jury believe from the evidence, that the note in suit was given to the plaintiffs in renewal of a note for the same amount, drawn by the same parties, directly to the plaintiffs, as payees, payable six months after date, which had been previously discounted by the plaintiffs, for the accommodation of the said parties, and that on said note, drawn at six months, the plaintiffs received, at the time of discounting it, the interest in advance for six months and four days, at the rate of six per cent. per annum on the amount of said note, then the said facts are evidence of usury, and it is competent for the jury to infer usury in the note in suit.

4th. If the jury believe from the evidence, that the plaintiffs received on the day of the date of the note in suit, the sum of $166 67,

as and for interest alleged to be due from the 30th July, 1836, to the 16th February, 1837, (six months and seventeen days,) on a prior note for $5000, given by the same parties to the plaintiffs, falling due on the said 30th July, 1836, and that the note in suit was given in renewal of said note, falling due on the 30th July, 1836, then the plaintiffs have taken illegal interest, and it is competent for the jury to infer that the note in suit was given in pursuance of an usurious agreement.

5th. That the written power of attorney, executed to George Thomas by the defendant, together with R. M. Johnson and P. H. Pope, gives no authority to said Thomas to execute a joint and several note in behalf of said parties, and that the defendant cannot be charged in this action by reason of any joint and several note, purporting to be executed by the said R. M. Johnson, P. H. Pope, and this defendant, by the said Thomas, as their attorney, under said written power.

But the court refused to give any of the said instructions to the jury, and the defendant excepts to the refusal of the court to give each and all of said instructions, and prays that his bill of exceptions may be signed, sealed, and enrolled, which is done this 8th day of January, 1839.

B. THRUSTON, [SEAL.]
JAMES S. MORSELL. [SEAL.]

NOTE REFERRED TO IN EXCEPTIONS AT PAGE 15.

$5000. *Washington City, March* 27, 1834.

Four months after date we jointly and severally promise to pay to the President, Directors & Co. of the Bank of the Metropolis, or order, five thousand dollars, without defalcation, value received, payable at said bank.

RH. M. JOHNSON,
T. P. MOORE,
P. P. POPE.

CHECK REFERRED TO IN EXCEPTIONS AT PAGE 15.

Washington City, March 27, 1834.

Cashier of the Bank of the Metropolis, pay to bearer forty-eight hundred and ninety-six 67-100 dollars.

P. H. POPE,
RH. M. JOHNSON,
T. P. MOORE.

NOTE REFERRED TO IN EXCEPTIONS AT PAGE 15.

Six months after date we jointly and severally promise to pay to the President and Directors of the Bank of the Metropolis, or order,

five thousand dollars, without defalcation, value received, this 30th day of January, 1836.

$5000. RH. M. JOHNSON,
P. H. POPE,
T. P. MOORE.

Cr. of R. M. Johnson, and others, to renew a note of same amount.

POWER OF ATTORNEY REFERRED TO IN EXCEPTIONS AT PAGE 16.

Whereas we have a joint and several note of hand discounted in the Bank of the Metropolis—Now

Know all men by these presents, that we, Richard M. Johnson, Thomas P. Moore and P. H. Pope, all of the State of Kentucky, do hereby nominate, constitute and appoint George Thomas, of the city of Washington, our true and lawful attorney in fact, and by these presents do authorize and empower him, for us, and in our names, to sign our joint note to the President and Directors of the Bank of the Metropolis, for five thousand dollars, for our accommodation, and the same to renew, from time to time, as it may become due, for the whole or any part thereof—Hereby ratifying and confirming all and every the act and acts of our said attorney, in and about the premises, so long as the Bank shall continue the accommodation to us. In witness whereof, we have hereunto set our hands and seals, at the city of Washington, the 29th day of February, 1836.

RH. M. JOHNSON, [SEAL.]
P. H. POPE, [SEAL.]
T. P. MOORE. [SEAL.]

Witness, SAM. STETTINIUS.

DISTRICT OF COLUMBIA,

Washington County, to wit:

On this 29th day of February, in the year eighteen hundred and thirty-six, personally appeared Richard M. Johnson, P. H. Pope and T. P. Moore, before me, the subscriber, a Justice of the Peace in and for the county aforesaid, and acknowledged the above power of attorney to be their act and deed, for the purposes mentioned therein.

SAM'L STETTINIUS, *J. Peace.*

NOTE REFERRED TO IN EXCEPTIONS AT PAGE 16.

$5000 *Washington, 16th Feb.* 1837.

Sixty days after date, we jointly and severally promise to pay the President and Directors of the Bank of the Metropolis, or order, at the said bank, five thousand dollars, for value received.

RICHARD M. JOHNSON,
THOS. P. MOORE,
P. H. POPE,
by their attorney,
GEO. THOMAS.

WRIT OF ERROR PRODUCED.

And whereas afterwards, to wit, on the eleventh day of January, in the year eighteen hundred and thirty-seven, the said Thomas P. Moore, by his attorneys aforesaid, produced and filed in court here the United States writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the Circuit Court of the District of Columbia for the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the Supreme Court accordingly.

In testimony whereof I hereunto subscribe my name, and affix the seal of the said Circuit Court, at the city of Washington this 12th day of January, 1839.

W. BRENT, *Clerk.*